

WARRANTY DEED
(BY GIFT)

In consideration of the sum of Ten Dollars (\$10.00) and love and affection, Mary Carroll Seabrook Leatherman, a married woman, hereinafter referred to as "Grantor", hereby conveys and warrants unto Mary Leatherman Carr, Irene Leatherman Brownlow, the Camilla F. Carr Trust, the Oscar C. Carr, IV Trust, the Thomas James Tyne Brownlow Trust, and the Abbey Leatherman Brownlow Trust, hereinafter referred to as "Grantees", an equal, undivided interest in the following described land in Section 19, Township 2 South, Range 9 West in Desoto County, Mississippi, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

This conveyance and the warranty hereof are made subject to (1) zoning and subdivision regulations of Desoto County, Mississippi; (2) taxes for the year 1993 which will be prorated between the Grantor and the Grantees; (3) all rights-of-way and easements shown of record; and (4) all rights-of-way and easements which are now located on said land which are not shown of record.

For the same considerations, Grantor hereby quitclaims and conveys to Grantees any and all right, title, claim, or interest which Grantor may have or hold, including any reversionary interest, in the foregoing tract, or with respect to rights-of-way and easements on the land.

Grantor's husband, S.R. Leatherman, Jr., hereby joins in this deed for the sole purpose of conveying any marital interest which he may have in the land herein conveyed by virtue of his marriage to Grantor and to join in the gift made herein.

STATE MS.-DESOTO CO. *n/b*
FILED *n/b*

DEC 28 3 55 PM '93

BK 265 PG 576
FILED
W.S. Cleveland

Witness the signatures of Mary Carroll Seabrook Leatherman and her husband, S. R. Leatherman, Jr., this 24 day of December, 1993.

Mary Carroll Seabrook Leatherman
Mary Carroll Seabrook Leatherman
Grantor
S.R. Leatherman, Jr.
S.R. Leatherman, Jr.

STATE OF TENNESSEE

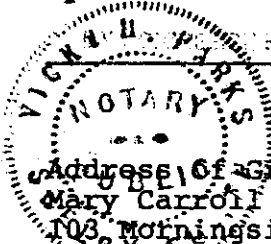
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said county and state, the above named Mary Carroll Seabrook Leatherman and her husband, S.R. Leatherman, Jr., who acknowledged that they signed the foregoing instrument and delivered said instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 24 day of December, 1993.

Vicki A. Parks
Notary Public

My Commission Expires:


Address of Grantor:
Mary Carroll Seabrook Leatherman
103 Morningside Park
Memphis, TN 38104
(901) 327-0782
(W) NONE

Address of Grantees:
c/o Oscar C. Carr, III
Glankler Brown
1700 One Commerce Square
Memphis, TN 38103
(901) 525-1322
(H) 901-458-7748

EXHIBIT "A"

The South 100 acres of the 150.9 acres, more or less, of land owned by Mary Carroll Seabrook Leatherman (herein "MCSL") in Section Nineteen (19), Township Two (2) South, Range Nine (9) West in DeSoto County, Mississippi, being more particularly described as follows:

Commencing at the northeast corner of Section Nineteen (19), the northeast corner of property owned by S. R. Leatherman, Jr.; Thence Westwardly along the north line of the Leatherman property, the north line of Section Nineteen (19), a distance of 651.1 feet to the northeast corner of the property owned by MCSL and the northwest corner of the Leatherman property; Thence Southerly along the east line of the MCSL property, a common line with the west property line of Leatherman, and an extension thereof, to the southeast corner of said property, and the northeast corner of property owned by Starlight, Inc. and Moonlight, Inc., the POINT OF BEGINNING of this tract; Thence Westwardly a distance of 1,559.6 feet along the common line between the MCSL property and the Starlight, Inc. and Moonlight, Inc. property, to the southwest corner of the MCSL property and this tract, the northwest corner of the Starlight, Inc. and Moonlight, Inc. property; Thence Northwardly along the west line of the MCSL property, the east line of additional property owned by MCSL, a distance of 2,793.05 feet to the northwest corner of this tract; Thence Eastwardly along the north line of this tract, a distance of 1,559.6 feet, to the northeast corner of this tract, a point in the east line of the MCSL property, and the west line of the Leatherman property; Thence Southwardly along the east line of the MCSL property, and the west line of the Leatherman property, and the extension thereof, a distance of 2,793.05 feet to the point of beginning of this tract, containing in all 100 acres, more or less.